1/

- 5.2 Right to Release. Without affecting the liability of any other person for the payment of any indebtedness herein mentioned (including Trustor should it convey said Mortgaged Property) and without affecting the lien or priority hereof upon any property not released, Beneficiary may, without notice, release any person so liable, extend the maturity or modify the terms of any such obligation, or grant other indulgences, release or reconvey or cause to be released or reconveyed at any time all or any part of the Mortgaged Property, take or release any other security or make compositions or other arrangements with debtors. Beneficiary may also accept additional security, either concurrently herewith or hereafter, and sell same or otherwise realize thereon either before, concurrently with, or after sale hereunder.
- 5.3 Protection of Security. Should Trustor fail to make any payment or to perform any covenant as herein provided, Beneficiary (but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof) may: (i) make or do the same in such manner and to such extent as Beneficiary may deem necessary to protect the security hereof, Beneficiary being authorized to enter upon the Mortgaged Property for such purposes; (ii) commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary; and/or (iii) pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of Beneficiary is prior or superior hereto and, in exercising any such power, incur any liability and expend whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title and reasonable attorneys' fee. Any expenditures in connection herewith shall be deemed an Advance and shall constitute part of the indebtedness secured by this Deed of Trust
- 5.4 <u>Rules of Construction</u>. When the identity of the parties hereto or other circumstances make it appropriate, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. The headings of each article, section or paragraph are for information and convenience only and do not limit or construe the contents of any provision hereof.
- 5.5 Severability. If any term of this Deed of Trust or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Deed of Trust, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Deed of Trust shall be valid and enforceable to the fullest extent.
- 5.6 <u>Successors in Interest</u>. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, executors, administrators, successors and assigns. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the holder and owner, including pledges, of the Note secured hereby, whether or not named as Beneficiary herein and any owner or holder of the beneficial interest under this Deed of Trust.
 - 5.7 Governing Law: Jurisdiction: Waiver of Jury Trial.
- (a) This Deed of Trust shall be construed according to and governed by the laws of the State of Nevada excepting the provisions in Articles 3.6, 3.7 and 3.8 governing the remedy of foreclosure, which shall be governed by the laws of the State of California

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- BORROWER, TO THE FULL EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, (i) SUBMITS TO PERSONAL JURISDICTION IN THE STATE OF NEVADA OVER ANY SUIT, ACTION OR PROCEEDING BY ANY PERSON ARISING FROM OR RELATING TO THE NOTE, THIS INSTRUMENT OR ANY OTHER OF THE LOAN DOCUMENTS, (ii) AGREES THAT ANY SUCH ACTION, SUIT OR PROCEEDING MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION SITTING IN CLARK COUNTY, NEVADA, (iii) SUBMITS TO THE JURISDICTION OF SUCH COURTS, AND, (iv) TO THE FULLEST EXTENT PERMITTED BY LAW, AGREES THAT IT WILL NOT BRING ANY ACTION, SUIT OR PROCEEDING IN ANY FORUM OTHER THAN CLARK COUNTY, NEVADA (BUT NOTHING HEREIN SHALL AFFECT THE RIGHT OF LENDER TO BRING ANY ACTION, SUIT OR PROCEEDING IN ANY OTHER FORUM). BORROWER FURTHER CONSENTS AND AGREES TO SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER LEGAL PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING BY REGISTERED OR CERTIFIED U.S. MAIL, POSTAGE PREPAID, TO THE BORROWER AT THE ADDRESS FOR NOTICES DESCRIBED IN SECTION 5.12 HEREOF, AND CONSENTS AND AGREES THAT SUCH SERVICE SHALL CONSTITUTE IN EVERY RESPECT VALID AND EFFECTIVE SERVICE (BUT NOTHING HEREIN SHALL AFFECT THE VALIDITY OR EFFECTIVENESS OF PROCESS SERVED IN ANY OTHER MANNER PERMITTED BY LAW).
- (c) BORROWER, TO THE FULL EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVES, RELINQUISHES AND FOREVER FORGOES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THE INDEBTEDNESS SECURED HEREBY OR ANY CONDUCT, ACT OR OMISSION OF LENDER, TRUSTEE OR BORROWER, OR ANY OF THEIR DIRECTORS, OFFICERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS OR ATTORNEYS, OR ANY OTHER PERSONS AFFILIATED WITH LENDER, TRUSTEE OR BORROWER, IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.
- 5.8 <u>Modifications</u>. This Deed of Trust may not be amended, modified or changed nor shall any waiver of any provision hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.
- 5.9 No Merger. If both the Lessor's and Lessee's estates under any lease or any portion thereof which constitutes a part of the Mortgaged Property shall at any time become vested in one owner, this Deed of Trust and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger, and, in such event, Beneficiary shall continue to have and enjoy all of the rights and privileges of Beneficiary as to the separate estates. In addition, upon the foreclosure of the lien created by this Deed of Trust on the Mortgaged Property pursuant to the provisions hereof, any leases or subleases then existing shall not be destroyed or terminated by

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application of the law of merger or as a matter of law or as a result of such foreclosure unless Beneficiary or any purchaser at any such foreclosure sale shall so elect. No act by or on behalf of Beneficiary or any such purchaser shall constitute a termination of any lease or sublease unless Beneficiary or such purchaser shall have given written notice thereof to such tenant or subtenant.

- 5.10 Attorneys' Fees. If Beneficiary reasonably incurs any costs or expenses, including attorneys' fees, for any of the following relating to this Deed of Trust (or any other instrument evidencing or securing this loan): (a) the interpretation, performance or enforcement thereof; (b) the enforcement of any statute, regulation or judicial decision; (c) any collection effort; or (d) any suit or action for the interpretation, performance or enforcement thereof is commenced or defended, or, if any other judicial or nonjudicial proceeding is instituted by Beneficiary or any other person, and an attorney is employed by Beneficiary to appear in any such action or proceeding, or to reclaim, seek relief from a judicial or statutory stay, sequester, protect, preserve or enforce Beneficiary's interest in this Deed of Trust or any other security for the Note, including but not limited to proceedings under federal bankruptcy law, in eminent domain, under the probate code, or in connection with any state or federal tax lien, then Trustor agrees to pay the reasonable attorneys' fees and costs thereof. Such fees and costs shall be added to the principal of the Note and shall bear interest at the Default Rate The foregoing notwithstanding, in any action commenced by Trustor or Beneficiary against the other to enforce the provisions of this Deed of Trust or any other instrument evidencing or securing this loan, the prevailing party of such action shall be entitled to recover its reasonable attorneys' fees (as set forth above) from the non-prevailing party and the non-prevailing party shall not be entitled to recover its attorneys' fees.
- 5.11 <u>Conflict</u>. If the term of any other Loan Document, except the Note, shall be in conflict with this Deed of Trust, then this Deed of Trust shall govern to the extent of the conflict. If the term of this Deed of Trust shall be in conflict with the Note, the Note will then govern to the extent of the conflict.
- 5.12 <u>Notices</u>. All notices to be given pursuant to this Deed of Trust shall be sufficient if given by personal service, by guaranteed overnight delivery service, by telex, telecopy or telegram or by being mailed postage prepaid, certified or registered mail, return receipt requested, to the described addresses of the parties hereto as set forth below, or to such other address as a party may request in writing. Any time period provided in the giving of any notice hereunder shall commence upon the date of personal service, the date after delivery to the guaranteed overnight delivery service, the date of sending the telex, telecopy or telegram or two (2) days after mailing certified or registered mail.

TRUSTOR'S ADDRESS:

MS Acquisition Company, LLC c/o Marlton Square Associates, LLC 3055 Wilshire Boulevard, Suite 1120 Los Angeles, California 90010 Attn. Christopher Hammond

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with a copy to:

Lefeba J. Gougis, Jr. Attorney at Law 3055 Wilshire Boulevard, Suite 1120A Los Angeles, California 90010

and

Lee Marlton, LLC 310 Washington Boulevard, Suite P214 Marina Del Ray, California 90292 Attn. Jeff Lee

BENEFICIARY'S ADDRESS:

c/o USA Commercial Mortgage Company 4484 South Pecos Road Las Vegas, Nevada 89121 Attn. Joseph D. Milanowski

- 5.13 Request for Notice of Default Trustor requests that a true and correct copy of any notice of default and any notice of sale be sent to Trustor at the address set forth in Section 5.12 hereof.
- 5.14 <u>Late Charges</u>. As set forth and defined in the Note, there shall be due to Beneficiary a Late Charge of five percent (5%) of the amount of any payment which is received by Beneficiary so as to incur a Late Charge, and all such Late Charges are secured hereby.
- 5.15 Statutory Covenants. Where not inconsistent with the above, the following covenants, Nos. 1; 2 (full replacement value); 3; 4 (twenty percent [20%] per annum); 5; 6; 7 (a reasonable percentage); 8 and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.
- 5.16 Non-Assumption. Notice is hereby given that Trustor's obligations under this Deed of Trust may not be assumed except as permitted by Section 1.11 hereof. Unless otherwise provided herein, any transfer of Trustor's interest in the Mortgaged Property or any attempted assumption of Trustor's obligations under the Deed of Trust not so approved shall constitute a default hereunder and shall permit Beneficiary to accelerate the Maturity Date of the Note. Reference to applicable sections of the Loan Documents must be made for the full text of such provisions.
- 5.17 Review of Covenants, Conditions and Restrictions. No covenant, condition or restriction or any rule or regulation or any other document or agreement, however, denominated, which shall purport to apply to the ownership, operation, maintenance or governance of the Mortgaged Property or any part thereof, nor any article of incorporation bylaw or any other document or agreement, however denominated, which shall purport to establish an organization for the operation, maintenance of governance of the Mortgaged Property or any part thereof, shall be approved, executed and/or recorded without the express prior written consent of Beneficiary.
 - 5.18 Loan Agreement. Performance of Trustor's obligations under that certain Loan

Agreement of even date herewith by and between Trustor and Beneficiary are secured by this Deed of Trust, and a default thereunder shall constitute an Event of Default under this Deed of Trust.

- 5.19 Partial Releases of Lots and Units. So long as at the time a release payment in (i) (iii) below is tendered no monetary Event of Default arising from the failure to pay interest due under the Note has occurred in an amount greater than \$1,300,750, Beneficiary shall release portions of the Real Property from the lien of this Deed of Trust upon payment by or on behalf of Trustor to Beneficiary of the following amounts::
 - (i) for release of the Retail Parcel (as defined in Section 2.2 of the Loan Agreement), \$6,000,000;
 - (ii) for release of lots in the Single Family Parcel (as defined in Section 2.2 of the Loan Agreement) \$108,425 per lot, or a single payment of \$15,179,500; and
 - (iii) for release of a unit in the Condominium Parcel, \$67,475 per unit, or a single payment of \$10,121,250.

In addition to the payments described in (i)-(iii) above, Trustor shall pay all costs and expenses in connection with the releases, and shall pay to USA the Exit Fee of 1% of the release price paid, up to a total of \$300,000.

Trustor shall also provide to Beneficiary a form CLTA 111 endorsement to its lender's policy of title insurance, and if requested by Beneficiary, an endorsement insuring that the partial reconveyance does not constitute a violation of the California Subdivision Map Act, all at the cost and expense of Trustor.

For the release of the last Lot remaining subject to the lien of this Deed of Trust, the total amount of the indebtedness secured hereby shall be reduced to zero, and all obligations secured hereby shall be performed in full.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be signed as of the date first above written.

TRUSTOR:

MS Acquisition Company, LLC

By: Marlton Square Associates, LLC, Managing Member By: Capital Vision Equities, LLC, its Managing Member

By:

Christopher Hammond, Managing Member

(Notary acknowledgment follows)

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California	
Countries I as Amarias	> ss.
County of Los Angeles	
On September 14, 2005 before me,	NKO Justin Notary Public Name and Title of Officer (e.g., 'Jane Doo, Notarly Public')
personally appeared Christopher	
personally appeared OTT IDEOPTIET	Name(s) of Signer(s)
	☐ personally known to me
	Proved to me on the basis of satisfactor
	evidence
	to be the person(N) whose name(t) is/a
e.	subscribed to the within instrument ar
	acknowledged to me that he/she/they execute
	the same in his/her/their authorize
	capacity(iss), and that by his/her/the
	signature(s) on the instrument the person(s),
NCO ASTIN	the entity upon behalf of which the person(
Commission # 1449891	acted, executed the instrument
Notary Public - Collomia	WITNESS my hand and official seal
Los Angeles County	WITHESS my hand and official seal
My Comm. Expires Dec 5, 2007	
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EXHIBIT "A"

BENEFICIARY

	NAME	AMOUNT
1.	Robert L. Allgeier & Donna L. Allgeier Trustees of the R. L.	
	Allgeier Family Trust dated 10/4/97	\$50,000
2.	Karen R. Allison	\$50,000
3.	Charles B. Anderson Trustee of the Charles B. Anderson Trust	\$100,000
4.	Lynda Gay Anderson, Trustee of the Lynda Gay Anderson Trust	,
	dated 7/7/04	\$50,000
5	Rita P. Anderson Trustee For the Benefit of Rita P. Anderson Trust	\$100,000
6.	Albert Daniel Andrade, a married man dealing with his sole and	•
	separate property	\$50,000
7.	Lowell V. Andrews, an unmarried man	\$50,000
8	Larry Apigian & Leona Apigian, husband & wife, as joint tenants	
	with right of survivorship	\$75,000
9.	Joan M. Arends Trustee of the Arends Family Trust	\$50,000
10	Sigfried Baker transfer on death to Annee Nounna	\$50,000
11.	First Savings Bank Custodian For John Bauer IRA	\$100,000
12.	Harriet Bender Trustee of the Bender Family Trust dtd 7/30/92	
	Survivors Trust	\$50,000
13.	Philip Benjamin and Maureen Benjamin, husband and wife,	
	as joint tenants with the right of survivorship	\$50,000
14.	RBR Partnership	\$50,000
15.	Robert Bennett & Michele Bennett, Husband and wife as joint	
	tenants with right of survivorship	\$60,000
16.	John A. & April D. Blevins, husband & wife as joint tenants with	· ·
	right of survivorship	\$100,000
17.	Paul Bloch Trustee of the Paul Bloch Living Trust UA 10/29/02	\$250,000
18.	Patricia Boschetto, an unmarried woman	\$50,000
19.	Robert Eric Brandin and Evelyn Mary Brandin, Trustees of	
	The Brandin Family Trust dated December 1980 as updated.	\$50,000
20.	Suzanne Brehmer, a single woman	\$50,000
21	Patricia M. Briggs Trustee of the John McGarry and Maxine	
	McGarry 1990 Trust dated August 17, 1990 and amended August 1, 1999	\$50,000
22	John S. Broders, an unmarried man	\$50,000
23.	Howard D. Brooks & Doreen C. Brooks Trustees of the Brooks Living	
	Trust dated 6/30/97	\$50,000
24.	First Savings Bank Custodian For John W. Brouwers MD	
	SEP IRA	\$100,000
25.	· · · · · · · · · · · · · · · · · · ·	\$50,000
26	JWB Investments, Inc. Pension Plan	\$100,000

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27.	Zoe Brown Trustee of the Zoe Brown 1989 Family Trust	\$50,000
28.	Fertitta Enterprises, Inc	\$3,000,000
29.	J. Laurel Bushman Trustee of the Grant M. & J. Laurel Bushman	መጣድ ብስስ
	Family Trust	\$75,000
30.	Keith J. Cale Trustee of the Cale Family Trust dated 11/16/88	\$100,000
31.	Peter W. Capone & Deidre D. Capone, husband & wife, as joint	m=0.000
	tenants with right of survivorship	\$50,000
32	James Cardwell & Reba Cardwell Trustees of the Cardwell Family Trust	\$100,000
33	Roland Chavez, Administrator of the Roland Chavez & Assoc., Inc.	
	Defined Benefit Pension Plan	\$50,000
34.	Teresa Conger, an unmarried woman	\$75,000
35	James A. Coy & Margaret G. Coy Trustees of the James A. Coy	
	& Margaret G. Coy Revocable Trust dated 9/27/00	\$50,000
36.	Shirley Cupp-Doe & Charles A. Jensen Co-Trustees for the	
	Ronald G. Doe Marital Trust DTD 1-6-95	\$300,000
37.	Wen Dai & Zhimin Chen, husband & wife as joint tenants with the	
	right of survivorship	\$50,000
38.	Andrew Dauscher & Ellen Dauscher, husband & wife, as joint	
	tenants with right of survivorship	\$100,000
39.	Ellen Dauscher in trust for Carleigh Joy, Alexandra Zoe and	
	Julian Grace Dauscher	\$100,000
40.	Martin A. Davis & Virginia Lee Davis Trustees of the Davis	
	Family 2000 Trust	\$100,000
41.	Angela Jane Deglandon, an unmarried woman	\$50,000
42.	DeHart/Hooks, L.P., a Nevada limited partnership	\$50,000
43.	First Savings Bank Custodian For Gary DeMaine IRA	\$50,000
44.	Marion B. Dittman, an unmarried woman	\$50,000
45.	David B. Doutt Sr. and Johnine M. Doutt, husband and wife as	
	joint tenants with the right of survivorship	\$50,000
46.	Dennis Duesing & Cherie Duesing Trustees of the Duesing	#155.000
	1994 Trust	\$100,000
47.	Mark L. Eames & Sandy K. Eames, husband & wife, as joint	000 000
	tenants with right of survivorship	\$50,000
48.	Mary H. Earp, a married woman dealing with her sole & separate	0.00 000
	property	\$50,000
49.	Maurice Fink Trustee of the Maurice Fink Trust	\$250,000
50.	Ronald G. Finkel & Karen B. Finkel, husband & wife, as joint tenants	### AAA
	with right of survivorship	\$75,000
51	Fred J. Foxcroft & Roberta Foxcroft Trustees of the Foxcroft Living	### 000
	Trust dated 1/10/02	\$75,000
52.	Eric B. Freedus and Linda P. Freedus, husband and wife, as joint	መደቡ ስቦሳ
	tenants with the right of survivorship	\$50,000
53	What's On LP, a Nevada limited partnership	\$100,000
54.	First Savings Bank Custodian For James D. Gillmore IRA	\$50,000
55.	M. W. Gorts & Company	\$100,000
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56.	Nelson R. Greene & Eunice A. Greene Trustees of the Greene Family	
	Trust dated 4/25/91	\$100,000
57.	Dixie Gross Trustee of the Dixie B. Gross Revocable Trust	\$100,000
58.	Charles T. Hamm and Sandra L. Hamm, Trustees of the	
	Hamm Trust dated 3/17/05	\$50,000
59.	Dwight W. Harouff & Maryann Harouff, joint tenants with	
	right of survivorship	\$125,000
60.	Gold Plated LLC, Dwight W. Harouff, Manager	\$110,000
61.	Third Party Nevada Services	\$250,000
62.	Suze Harrington, an unmarried woman	\$100,000
63.	Raymond E. Harshman & Margaret E. Harshman Trustees of the	
	Raymond E. & Margaret Elise Harshman Family Trust dated 3/4/87	\$100,000
64.	Roderick J. Harvey, Sr. and Pauline W. Harvey, Trustees of the	
	Harvey Family Trust, dated 4/13/87	\$50,000
65	Nancy K. Haugarth Trustee of the Nancy K. Haugarth Revocable Trust	\$65,000
66	David R Hays and Sue Hays, Trustees of the Hays Revocable Trust	\$100,000
67.	Terry Helms Trustee of the Terry Helms Living Trust dated 11/11/94	\$1,000,000
68	Virgil P. Hennen & Judith J. Hennen, husband and wife as joint	,,
	tenants with the right of survivorship	\$50,000
69.	Robert W. Hill, a married man, dealing with his sole & separate property	\$100,000
70.	Gail Hodes Trustee of the Gail Hodes Living Trust dated 9/10/03	\$50,000
71.	John A. Hoglund & Patricia O. Hoglund, husband & wife, as joint	
• •	tenants with right of survivorship	\$50,000
72.	Nienke Hohmann, an unmarried woman	\$50,000
73.	Homfeld II, LLC, a Florida limited liability company	\$100,000
74.	Terence C. Honikman & Jane I Honikman, Trustees of the	
	Honikman 1992 Trust dated 12/28/92	\$100,000
75.	Mila Horak, an unmarried woman	\$50,000
76.	First Savings Bank Custodian For George W. Hubbard Roth IRA	\$100,000
77.	Edwin Isenberg, a married man dealing with his sole	4200,000
, , ,	and separate property	\$50,000
78.	Evelyn A. Ives Trustee of the Melvin J. Ives & Evelyn A. Ives	,
70.	Bypass Trust dated 1/6/93	\$75,000
79	Jon Paul Jensen & Tamara Lee Jensen, husband & wife, as joint	0,0,000
,,	tenants with right of survivorship	\$50,000
80	Delbert T. Johnston, Jr. & Rebecca J. Johnston Trustees of the	000,000
00	Johnston Estate Revocable Trust dated 5/17/94	\$50,000
81.	K. Ken Kaneda & Brigitte Arend-Kaneda Trustees of the Kaneda	200,000
O1.	Living Trust dated 5/30/02	\$50,000
82	Dr. Gary Kantor, a married man dealing with his sole and	450,000
-20	separate property	\$500,000
83.	Gary L. Kantor Trustee for the benefit of Kantor Nephrology	200,000
. ورو	Consultants Ltd./Renal Dialysis Center of LV, Ltd. Employee	
	Pension Plan	\$500,000
	I WINITH I WIL	4200,000

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84.	Dr. Dana D. Keith, DDS a married man dealing with his sole	~~~~
	and separate property	\$250,000
85.	Jerry Kirk and Luci Kirk, Trustees of the Kirk Revocable	***
	Trust dated 2/10/84	\$90,000
86.	Freedom Properties, Inc.	\$50,000
87	Bernard A. Kloenne Trustee of the Bernard Kloenne Living	
	Trust dated 10/10/86	\$50,000
88.	Klaus Kopf & Colette Kopf, husband & wife	\$50,000
89	David Kravitz & Mable R. Kravitz Trustees of the Kravitz	
	Family Revocable Trust under agreement dated 12/9/99	\$50,000
90.	Richard N. Krupp a married man dealing with his sole	
	& separate property	\$250,000
91.	First Savings Bank Custodian For Harriet Kutzman IRA	\$50,000
92.	Donald H. Kwiatkowski & Sandra L. Kwiatkowski, husband	
	& wife, as joint tenants with right of survivorship	\$50,000
93.	Jor Law, a single man	\$50,000
94.	Stephen R. Lima and Paulette C. Lima, husband and wife, as joint	
	tenants with the right of survivorship	\$100,000
95.	Portal Venture, LLC, a California limited liability company	\$100,000
96.	Leona Lubliner Trustee of the Leona Lubliner Living Trust	
	U/A dated 7/16/96	\$50,000
97	Erin E. MacDonald Trustee of the Erin E. MacDonald	
	Revocable Living Trust	\$100,000
98.	MacDonald Center for the Arts and Humanities	\$525,000
99.	Lynn M. Kantor, a married woman dealing with her sole and	
	separate property	\$65 ,0 00
100.	Helen C. Makepeace Trustee of the Helen C. Makepeace	
	Survivor's Trust UAD 06/18/97	\$50,000
101.	Leo G. Mantas, an unmarried man	\$150,000
102.	Jerome Marshall & Rochelle Marshall, husband & wife,	
	as Tenants in Common	\$50,000
103.	Richard P. Marson & Mary I. Marson Trustees of the Marson	
	Family Trust dated 6/9/86	\$50,000
104.	Jerrold T. Martin, a single man & James T. Martin, a married	
	man dealing with his sole & separate property, as joint tenant	
	with right of survivorship	\$50,000
105.	Morris Massry, a married man dealing with his sole & separate property	\$100,000
106.	Yukiyo Matsumura and Machi Liu, mother and daughter as joint	
	tenants with the right of survivorship	\$50,000
107	Dale J. McMullan Trustee of the McMullan Living Trust dated 8/19/94	\$50,000
108.	Joann L. McQuerry Trustee of the McQuerry Family Partnership	\$50,000
109.	D. Nathan Meehan, a married man dealing with his sole	
	& separate property	\$50,000
110.	Shahnaz I. Memon and Mohammed I. Memon, husband and wife,	
	as joint tenants with right of survivorship	\$50,000
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111.		\$250,000
112.	· · · · · · · · · · · · · · · · · · ·	
	with right of survivorship	\$50,000
113.		
	L. Miller Trust dated 08/13/87	\$50,000
114.		\$50,000
115.	Matthew Molitch Trustee of the Molitch 1997 Trust	\$300,000
116	Anne Marie Mueller Trustee of the Anne Marie Mueller Trust	\$100,000
117.	NBNA Unique Properties, LLC, an Washington State limited	
	liability company	\$100,000
118	Troy A. Nearpass and Brenda L. Nearpass, husband and wife,	
	as joint tenants with the right of survivorship	\$50,000
119.	Oakwood Financial, LLC	\$50,000
120	First Savings Bank Custodian For Marvin Nicola, IRA	\$50,000
121.	Douglas O'Herron & Nancy O'Herron Trustees of the Douglas	
	& Nancy O'Herron Revocable Trust dated 4/2/02	\$150,000
122	Robert L. Ogren Trustee for the benefit of the Robert L. Ogren	
	Trust dated 6/30/92	\$50,000
123.	John F. Okita & Michiko M Yamamoto, as joint tenants	-
	with right of survivorship	\$50,000
124.	Aaron I. Osherow, Trustee of the Osherow Trust dated 9/11/89	\$50,000
125.	Paul Oster, an unmarried man	\$50,000
126.	Sierra Health Services, Inc., a Nevada corporation	\$1,000,000
127.	Anthony Pasqualotto & Alicia Pasqualotto Trustees of the	
	Anthony Pasqualotto & Alicia Pasqualotto 1997 Trust	\$150,000
128.	Robert L. Pech & Judith G. Pech Trustees of the Robert L. Pech	•
	& Judith G. Pech Family Trust dated 9/5/96	\$100,000
129.	DCGT FBO Claude M. Penchina Roth IRA, Account #13909452	\$50,000
130.	Shimon Peress & Hannah Peress Trustees of the Shimon	•
	Peress & Hannah K. Peress Trust dated 4/17/01	\$50,000
131.	Karen Petersen Tyndall Trustee of the Karen Petersen Tyndall	,
1514	Trust dated 3/9/94	\$150,000
132.	First Savings Bank Custodian For Cesari Piazza IRA	\$85,000
133	Holly J. Pickerel, a single woman	\$100,000
134.	Ali Pirani and Anisha Pirani, husband and wife, as joint tenants	,
ĮJ™.	with the right of survivorship	\$50,000
135	Arthur Polacheck and Glorianne Polacheck, Husband and wife as	450,000
1 23	joint tenants with right of survivorship	\$1,000,000
136	Sheldon Portman & Marion G. Portman Trustees of the Sheldon	B1,000,000
130	& Marion G. Portman Trust dated 11/01/85	\$200,000
137	Portnoff Building	\$75,000
137	Rains Properties, LP, a Nevada limited partnership	\$350,000
139.	William S. Reeves, a married man	\$50,000
139. 140.	Annemarie Rehberger, Trustee of the Rehberger Family	400,000
14V-	Trust dated 6/17/92	\$50,000
	Trust valed V/T/1/32	#20°000